

ARTICLE 13. LIMITATION OF LIABILITY

13.1 Limitations on Liability

Except to the extent expressly set forth in this Agreement, the BGS-LFP Supplier shall be liable to the Companies, and vice versa, for direct damages incurred as a result of such Party's failure to comply with this Agreement and no Party shall have any liability to the other Party for consequential, indirect, special or punitive damages, including lost profits or lost revenues, arising out of such Party's failure to comply with its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement does not impose on the BGS-LFP Supplier any obligation towards or liability to any Other BGS Supplier.

13.2 Risk of Loss and Changes in Market Rules and Conditions

Until the BGS-LFP Supply is delivered to the Companies at the Delivery Points, the BGS-LFP Supplier shall bear all risk of loss associated with the procurement and delivery of BGS-LFP Supply. Title to and risk of loss related to BGS-LFP Supply shall transfer from the BGS-LFP Supplier to the Companies at the Delivery Points. The BGS-LFP Supplier warrants that it will deliver to the Companies BGS-LFP Supply free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Points.

The Companies will bear the risk of any changes in the charges and requirements associated with delivery service and Network Integration Transmission Service. The BGS-LFP Supplier will bear the risk of all other changes in market rules or conditions, whatever the cause or source of those changes, that result in the imposition of new, additional or increased charges, services or products being required in order to effect the delivery of BGS-LFP Supply, whether those changes occur before the Delivery Points. Subject to the provisions of Section 15.14, should any such charges, services, responsibilities or products be imposed on or allocated to the Companies by any Applicable Legal Authority, the Companies shall allocate or assign such charges, services or products to the BGS-LFP Supplier, and the BGS-LFP Supplier agrees to accept such allocation or assignment.

ARTICLE 14. INDEMNIFICATION

14.1 Indemnification

(i) Should a Company or the Companies become the defendant in, or obligor for, any third party's claims and/or liabilities for losses, penalties, expenses, damage to property, injury to or death of any person including a Party's employees or any third parties, including, without limitation, damages as provided in Section 16-125 of the Illinois Public Utilities Act and implementing rules, that were caused by or occur in connection with an act or omission of the BGS-LFP Supplier with respect to performance of an obligation arising under or in connection with this Agreement, or for which the BGS-LFP Supplier has otherwise assumed liability under the terms of this Agreement, the BGS-LFP Supplier shall defend (at the Companies' option), indemnify and hold harmless the Companies, their shareholders, board members, directors, officers and employees and agents, from and against any and all such third party claims and/or liabilities, except to the extent that a court of competent jurisdiction determines that the losses, penalties, expenses or damages were caused wholly or in part by the gross negligence or willful misconduct of a Company. The Companies may, at their own expense, retain counsel and participate in the defense of any such suit or action.

(ii) Should the BGS-LFP Supplier become the defendant in, or obligor for, any third party's claims and/or liabilities for losses, penalties, expenses, damage to property, injury to or death of any person including a Party's employees or any third parties, that were caused by or occur in connection with an act or omission of a Company with respect to performance of an obligation arising under or in connection with this Agreement, or for which a Company has otherwise assumed liability under the terms of this Agreement, such Company shall defend (at the option of the BGS-LFP Supplier), indemnify and hold harmless the BGS-LFP Supplier, its shareholders, board members, directors, officers and employees and agents, from and against any and all such third party claims and/or liabilities, except to the extent that a court of competent jurisdiction determines that the losses, penalties, expenses or damages were caused wholly or in part by the gross negligence or willful misconduct of the BGS-LFP Supplier. The BGS-LFP Supplier may, at its own expense, retain counsel and participate in the defense of any such suit or action.

14.2 Survives Agreement

The obligation of a Party to defend, indemnify, and hold harmless another Party under this Article 14 shall survive termination of this Agreement.

ARTICLE 15. MISCELLANEOUS PROVISIONS

15.1 Notices

Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the BGS-LFP Supplier, as set forth on Appendix A hereto.

If to the Companies, to:

With a copy to:

or to such other person at such other address as a Party shall designate by like notice to the other Party. Notice shall be effective when received. Notice received after the close of the Business Day shall be deemed received on the next Business Day; provided, however, that notice by facsimile transmission shall be deemed to have been received by the recipient if the recipient confirms receipt telephonically or in writing.

15.2 No Prejudice of Rights

The failure of a Party to insist on any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or

consent to excuse is in writing and signed by the Party claimed to have waived or consented to excuse.

15.3 Assignment

Parties shall not assign any of their rights or obligations under this Agreement without obtaining (a) any necessary regulatory approval(s) and (b) the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld; provided, however, that the Companies agree that they shall grant their consent to a proposed assignment by the BGS-LFP Supplier if the proposed assignee meets all of the Companies' creditworthiness requirements then in effect under Article 6. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee and all necessary consents have been obtained. Any assignment in violation of this Section 15.3 shall be void; provided, however, a Company may assign any or all of its rights and obligations under this Agreement, without the BGS-LFP Supplier's consent, to any entity succeeding to all or substantially all of the assets of such Company, if such assignee agrees, in writing, to be bound by all of the terms and conditions and all necessary regulatory approvals are obtained. The BGS-LFP Supplier may, with prior written notice to the Companies but without obtaining the approval of the Companies, assign the accounts, revenues or proceeds under this Agreement to a third party. The Companies agree that, following receipt of such notice of the assignment of accounts, revenues or proceeds and such other documentation that the Companies may reasonably request, the Companies will pay amounts becoming due to the BGS-LFP Supplier under this Agreement directly to the designated assignee; provided, however, that nothing herein shall enlarge or expand the rights of such designated assignee beyond the rights granted to the BGS-LFP Supplier and the right of such designated assignee to receive payments shall be subject to all defenses, offsets and claims of the Companies arising under this Agreement. The Companies further agree that, in the event necessary regulatory approvals to effectuate an assignment have been sought in good faith but that action by the regulatory body is pending, the Companies shall accept the performance of the proposed assignee as a Party to this Agreement, as co-obligor with the BGS-LFP Supplier proposing to assign its interest, until such approvals are obtained; provided, however, that, in the event the regulatory body declines to grant its approval (or, in the discretion of the Companies, in the event the application seeking approval is still pending without action by the regulatory body after ninety (90) days), the request for approval of the assignment shall be deemed to have been rejected for good reason.

15.4 Governing Law and Venue

To the extent not subject to the jurisdiction of the FERC, questions, including those concerning the formation, validity, interpretation, execution, amendment, termination and construction of this Agreement, shall be governed by the laws of the State of Illinois, without regard to principles of conflicts of law. Any lawsuit arising in connection with this Agreement shall be brought before the FERC, the ICC, or in the State or federal courts of Illinois.

15.5 Headings

The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereunto, nor should they be used to aid in any manner in the construction of this Agreement.

15.6 No Presumption of Construction For or Against Any Party

The Parties have each been represented by counsel of their choosing in connection with entering into this Agreement. Any rule of construction or interpretation requiring this Agreement to be construed or interpreted for or against any Party shall not apply to the construction or interpretation of this Agreement.

15.7 Presumption of LMP Market

This Agreement has been drafted with the presumption that, during the Delivery Period, there will exist a real-time LMP Market encompassing the Delivery Points. In the event such an LMP Market fails to exist during the Delivery Period, the Parties will revise this Agreement in an effort to provide for its effective implementation and application, without altering the balance of risks, rewards, and costs currently set forth in this Agreement.

15.8 Changes in Rules or Tariffs

In the event of a material change during the Term of any rules or tariffs affecting any Parties' obligations under this Agreement, from the state of such rules or tariffs on the Effective Date, the Parties' obligations under this Agreement shall change as well in a manner in keeping with the balance of risks, rewards, and costs currently set forth in this Agreement including, above all, the principle that the BGS-LFP Supplier bears the risk of changes related to the delivery of BGS-LFP Supply to the Delivery Points and the Companies bear the risk of changes

related to the delivery of BGS-LFP Supply from the Delivery Points to BGS-LFP Customers. If deemed necessary by any Party, the Parties shall revise this Agreement to reflect such change(s).

15.9 Entire Agreement

This Agreement supersedes all previous representations, understandings, negotiations and agreements either written or oral between the Parties hereto or their representatives with respect to the subject matter and constitutes the entire agreement of the Parties with respect to the subject matter.

15.10 Exhibits

Appendices A through G referred to herein and attached hereto are made a part of this Agreement for all purposes.

15.11 Third Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

15.12 Successors and Assignees

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of the Parties.

15.13 General Miscellaneous Provisions

(i) This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership or other fiduciary obligation or liability upon any Party. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the any other Party.

(ii) The Companies shall not be jointly or severally liable to the BGS-LFP Supplier.

(iii) Cancellation, expiration or Early Termination of this Agreement shall not terminate the rights, liabilities and obligations of the Parties that by their nature survive such cancellation, expiration or termination, including those set forth in Articles 3 through 6, 8 through 9, 11 and 13 through 15, such as warranties, remedies (including rights of set-off), promises of indemnity, rights and powers of the Non-Defaulting Party in the event of bankruptcy of the Defaulting Party, ability to call on security and confidentiality.

(iv) Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision of this Agreement unless such invalidity or unenforceability materially changes the balance of risks, rewards, and costs agreed to by the parties as set forth in this Agreement in which case this Agreement shall be deemed null and void ab initio.

(v) Each of the Parties acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms.

(vi) This Agreement is intended by the Parties as a final expression of their agreement.

(vii) It is the intention at the inception and throughout the Term that the fulfillment of the BGS-LFP Supplier's obligation under Section 2.1.b(i) will result in physical delivery of BGS-LFP Supply and not financial settlement.

(viii) The quantity of BGS-LFP Supply that it must deliver and that the Companies must accept for delivery will be determined by the requirements of the BGS-LFP Load, and, as such, this Agreement does not provide for an option by any Party with respect to the quantity of BGS-LFP Supply to be delivered or received during performance of the Agreement.

15.14 Taxes

The BGS-LFP Supplier shall pay or cause to be paid all taxes imposed by any government authority ("Governmental Charges") on or with respect to the BGS-LFP Supply arising prior to the Delivery Points. The Companies shall pay or cause to be paid all Governmental Charges on or with respect to the BGS-LFP Supply at and from the Delivery

Points (other than any taxes, including but not limited to franchise, income, value-added or gross receipts taxes, if any, which are imposed on or related to the sale, at wholesale, of the BGS-LFP Supply and are, therefore, the responsibility of the BGS-LFP Supplier). In the event the BGS-LFP Supplier is required by law or regulation to remit or pay Governmental Charges that are the Companies' responsibility hereunder, the Companies shall promptly reimburse the BGS-LFP Supplier for such Governmental Charges. If the Companies are required by law or regulation to remit or pay Governmental Charges that are the BGS-LFP Supplier's responsibility hereunder, the Companies may deduct the amount of any such Governmental Charges from the sums due to the BGS-LFP Supplier under Article 9. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law.

15.15 Registered Agent

The BGS-LFP Supplier and any Guarantor shall maintain a registered agent for service of process in the State of Illinois.

15.16 Binding Terms

This Agreement and the rates, terms and conditions herein shall remain in effect for the entire Term. Absent the agreement of the Companies and the BGS-LFP Supplier to a proposed change to this Agreement, the Parties agree that the standard of review for any change to this Agreement, whether proposed by a Party, a non-party, the ICC or FERC acting sua sponte, will be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956).

15.17 Amendment

Unless ordered by FERC, this Agreement, including the appendices hereto, cannot be amended without the written agreement of all Parties and the approval of the FERC, if necessary, prior to such amendment becoming effective.

15.18 Counterparts

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

ATTEST:

Central Illinois Light Company d/b/a AmerenCILCO

By: _____

Title: _____

Central Illinois Public Service Company d/b/a AmerenCIPS

By: _____

Title: _____

Illinois Power Company d/b/a AmerenIP

By: _____

Title: _____

[BGS-LFP Supplier]

By: _____

Title: _____

APPENDIX A – BGS-LFP SUPPLIER

[BGS-LFP SUPPLIER NAME]

Anticipated Delivery Period	Number of Tranches	BGS-LFP Supplier Responsibility Share	Auction Price
January 1, 2007 through May 31, 2008			

The address for any notice to the above-referenced BGS-LFP Supplier provided pursuant to Sections 6.7 and 15.1 of the BGS-LFP Supplier Forward Contract shall be the following:

For Credit Related Issues, Section 6.7:

For Notices, Section 15.1:

APPENDIX B – SEASONAL BILLING FACTOR

The Seasonal Billing Factor is as follows:

June through September: _____

October through May: _____

APPENDIX C – MISO CHARGES FOR WHICH COMPANIES ARE ULTIMATELY RESPONSIBLE

Schedule 7: Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service

Schedule 8: Non-Firm Point-To-Point Transmission Service

Schedule 9: Network Integration Transmission Service

Schedule 10: ISO Cost Recovery Adder

Schedule 11: Wholesale Distribution Service

Schedule 12: Gross Receipts Tax Adder

APPENDIX D – MTM EXPOSURE AMOUNT CALCULATION INFORMATION

Each Business Day during the Term, the Companies shall calculate the MtM Exposure Amount which shall be equal to the sum over the Delivery Period of the difference between the Forward Market Prices for Energy deliverable to the MISO Illinois Hub or MISO Cinergy Hub during remaining months of the Term and the Forward Market Prices for comparable Energy as of the Auction Date multiplied by the forecast load for each month as described in detail in this Appendix D.

If the calculation of the Mark-to-Market Exposure Amount results in a negative number, the Mark-to-Market Exposure Amount shall be zero (0).

The total MTM that will be used to calculate the MTM exposure amount will be equal to the sum of the MTM for each remaining billing month times 1.1.

Table 1 contains Forward Market Prices for all months of the Delivery Period of this and other BGS-LFP Agreements as of the Auction Date. Only those Forward Market Prices for months included in the Delivery Period will be used to calculate the MtM Exposure Amount for the BGS-LFP Supplier. The Forward Market Prices contained in Table 1 are based on the following methodology:

1. For each month, if the Companies were able to obtain Liquid MISO Illinois Hub Quotes for at least four (4) data points (bid and offer prices from at least two brokers or published indices) required to complete the table for such month, the Companies included such Liquid MISO Illinois Hub Quotes in the table, otherwise, the Companies used Liquid MISO Cinergy Hub Adjusted Quotes for the data points, if available, or, if not available, Liquid Other Hub Adjusted Quotes for the data points. If Liquid Quotes for at least four (4) data points were not available for a particular month, the Companies set the initial Forward Market Price based on a proprietary method that utilized industry best practices. Such indicative pricing utilizing this methodology was provided to interested parties at least 14 days prior to the Auction.
2. For a given data point, the Companies used Liquid Quotes either specific to that month, a two (2) month block including that month, a seasonal block including that month, a quarterly block including that month, or an annual strip including

that month, in that order of preference based on availability of a Liquid Quote. If the Companies were unable to obtain a Liquid Quote specific to that month, but could “back out” a monthly quote proxy from a two-month, seasonal, quarterly, or annual Liquid Quote that included the month at issue, based on the weighted average of On-Peak hours for the relevant month against the On-Peak hours for other months where pricing is available, the “backed out” price was be utilized.

Table 2 contains data comparable to that shown in Table 1 as of the Effective Date. This data was developed initially on the first Business Day following the Auction Date, and updated each Business Day thereafter, using the same methodology for selecting Liquid Quotes used for the data in Table 1, with the following addition:

3. If Liquid Quotes for four (4) data points for a given month were not available on a given Business Day (the “Current Day”), the Forward Market Prices for these months were determined through a methodology that: (i) looked to the average change in Forward Market Prices between the prior Business Day (the “Prior Business Day”) and the Current Day for those months during the Delivery Period for which there existed Liquid Quotes for at least four (4) data points and (ii) applied a similar change to the month for which four (4) Liquid Quotes were not available.

The following is an example for the month of March 2008:

- a. Average Prior Business Day price for months with quotations on the current day = \$50
- b. Average Current Day price for same months with quotations = \$51
- c. Average change for all months with available quotations on both days = +2%
- d. Therefore, adjustment of +2% to March 2008 Forward Market Price made between Table 2 for Prior Business Day and the Current Day.

The Companies will update the data in Table 2 each Business Day throughout the Term to reflect changes in Forward Market Prices. Such updated data will be provided to the BGS-LFP Supplier upon request.

Table 3 contains historical data on the ratio of On-Peak to Off-Peak energy prices at the MISO Illinois Hub.

Table 4 contains historical data reflecting the basis between the MISO Cinergy Hub and the MISO Illinois Hub.

Table 5 contains the forecast BGS-LFP Load (in MWh per Tranche) for each month during the Delivery Period, divided into On-Peak and Off-Peak components. The Companies will update these data on a monthly basis throughout the Term.

The Companies will, each Business Day throughout the Term, recalculate the MtM Exposure Amount based on the data in Tables 1 and 3 and, as revised throughout the Term, the data reflected in Tables 2, 4 and 5. Table 6 demonstrates the calculations that will be used to calculate the MtM Exposure Amount in this manner, based on the data contained in Table 2 as shown in this Agreement. The MtM Exposure Amount is equal to 1.1 times the sum of the MtM exposures for each month remaining in the Term.

TABLE 1 – INITIAL ON-PEAK “MARK” DATA

Broker/Published Index Sheets (Quotes from Auction Date)

Broker	Broker/Published Index 1		Broker/Published Index 2		Broker/Published Index 3		Simple Average
Bid/Offer	Bid	Offer	Bid	Offer	Bid	Offer	
Jan-2007							
Feb-2007							
Mar-2007							
Apr-2007							
May-2007							
Jun-2007							
Jul-2007							
Aug-2007							
Sep-2007							
Oct-2007							
Nov-2007							
Dec-2007							
Jan-2008							
Feb-2008							
Mar-2008							
Apr-2008							
May-2008							

TABLE 2 – CURRENT ON-PEAK DATA

Broker/Published Index Sheets (Quotes from Effective Date)

Broker	Broker/Published Index 1		Broker/Published Index 2		Broker/Published Index 3		Simple Average
Bid/Offer	Bid	Offer	Bid	Offer	Bid	Offer	
Jan-2007							
Feb-2007							
Mar-2007							
Apr-2007							
May-2007							
Jun-2007							
Jul-2007							
Aug-2007							
Sep-2007							
Oct-2007							
Nov-2007							
Dec-2007							
Jan-2008							
Feb-2008							
Mar-2008							
Apr-2008							
May-2008							

TABLE 3 – HISTORICAL RATIO OF OFF-PEAK TO ON-PEAK PRICES

Month	Historical On-Peak Average Price	Historical Ratio of Off-Peak to On-Peak Price
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

TABLE 4 – HISTORICAL BASIS OF MISO CINERGY HUB TO MISO ILLINOIS HUB

Month	Historical On-Peak MISO Cinergy Average Price	Historical On-Peak MISO Illinois Average Price	Difference in On-Peak Price (Basis)
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

TABLE 5 – FORECAST LOAD VOLUMES (MWH/TRANCHE)

Month	On-Peak	Off-Peak
Jan-2007		
Feb-2007		
Mar-2007		
Apr-2007		
May-2007		
Jun-2007		
Jul-2007		
Aug-2007		
Sep-2007		
Oct-2007		
Nov-2007		
Dec-2007		
Jan-2008		
Feb-2008		
Mar-2008		
Apr-2008		
May-2008		

TABLE 6 – MTM EXPOSURE AMOUNT CALCULATION BASED ON DATA ON EFFECTIVE DATE
(Applicable to Agreement with 41-Month Term)

	On-Peak Load (MWh/ Tranche) Table 4 (A)	Off-Peak Load (MWh/ Tranche) Table 4 (B)	"Mark" On- Peak Price Table 1 (C)	Current On-Peak Price Table 2 (D)	Change in On-Peak Price E = D - C	"Mark" Off- Peak Price ¹ (F)	Current Off-Peak Price ² (G)	Change in Off-Peak Price H = G - F	MtM per Tranche (A * E) + (B * H)
Jan-2007									
Feb-2007									
Mar-2007									
Apr-2007									
May-2007									
Jun-2007									
Jul-2007									
Aug-2007									
Sep-2007									
Oct-2007									
Nov-2007									
Dec-2007									
Jan-2008									
Feb-2008									
Mar-2008									
Apr-2008									
May-2008									
Subtotal								\$	
Multiplier								1.1	
Total MtM per Tranche								\$	

¹ "Mark" On-Peak price multiplied by ratio of off-peak price to on-peak prices.

² Current On-Peak price multiplied by ratio of off-peak price to on-peak prices.

APPENDIX E – SAMPLE BGS-LFP LETTER OF CREDIT

_____ (Date)

Letter of Credit No. _____

To: [One or more of the following: Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and Illinois Power Company d/b/a AmerenIP]

[address]

Attention: _____

1. We hereby establish in your favor this irrevocable transferable standby Letter of Credit (this "Letter of Credit") in your favor for the account of _____ (including its successors and assigns, the "Applicant"), in the amount of \$_____ (the "Stated Amount"), effective immediately and available to you at sight upon demand at our counters at _____ (location) and expiring 364 days after date of issuance (the "Initial Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 7 hereof or otherwise extended in accordance with the provisions of Paragraph 8 hereof (the "Extended Expiration Date"; the latest of the Initial Expiration Date and any Extended Expiration Date being referred to herein as the "Expiration Date").
2. This Letter of Credit is issued at the request of the Applicant, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the Stated Amount, subject to reduction as provided in Paragraph 13 hereof. This Letter of Credit may be drawn upon an Event of Default under the BGS-LFP Supplier Forward Contract(s) between the Applicant and you, dated _____, 20__ (as such agreements may be amended, modified or extended from time to time).

3. A partial or full drawing hereunder may be made by you on any Business Day on or prior to the Expiration Date by delivering, by no later than 11:00 AM (New York, NY time¹) on such Business Day to _____ (Bank), _____ (address), (a) a notice executed by you in the form of Annex 1 hereto, appropriately completed and duly signed by your Authorized Officer and (b) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by your Authorized Officer.
4. We may, but shall not be obligated to, accept any request to issue a substitute Letter of Credit. Such request shall be made pursuant to an Availability Certificate in the form of Annex 3 hereto executed by your Authorized Officer and delivered by you to us for exchange for a new Letter of Credit in the amount set forth in such Availability Certificate, which amount shall not exceed the Stated Amount less any amounts drawn under this Letter of Credit at or before the time of submission of such Availability Certificate, and expiring on the then current Expiration Date. Upon acceptance by us of any such request to issue a substitute Letter of Credit for exchange, the new Letter of Credit shall be issued in the amount as set forth in the Availability Certificate.
5. We hereby agree to honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft delivered to us in connection with such drawing to such account at such bank in the United States as you may specify in your draft delivered to us pursuant to Paragraph 3 hereof, by 3:00 PM (New York, NY time) on the date of such drawing, if delivery of the requisite document is made prior to 11:00 AM (New York, NY time) on a Business Day pursuant to Paragraph 3 hereof, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite document is made on or after 11:00 AM (New York, NY time) on any Business Day pursuant to Paragraph 3 hereof.
6. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice (not exceeding three (3) Business Days following the date of our receipt of the documents)

¹ If the issuer of the Letter of Credit is located in an area that is not in the Eastern time zone, this time and all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly

that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.

7. This Letter of Credit shall automatically terminate and be delivered to us for cancellation on the earliest of (a) the making by you of drawings in an aggregate amount equal to the Stated Amount, (b) the date we issue a substitute Letter of Credit in exchange for this Letter of Credit in accordance with Paragraph 4 hereof, (c) the date we receive from you a Certificate of Expiration in the form of Annex 4 hereto, or (d) 5:00 PM (New York, NY time) on the Expiration Date.
8. We may, but shall not be obligated to, extend the Initial Expiration Date or any Extended Expiration Date to a later Extended Expiration Date by giving you a Notice of Extension in the form of Annex 5 hereto. Upon issuance by us of any such Notice of Extension, the Expiration Date in effect prior to the issuance of such Notice of Extension shall be extended to the later Extended Expiration Date stated in such Notice of Extension, and for all purposes of this Letter of Credit thereafter, the Expiration Date shall be the Expiration Date stated in such Notice of Extension, unless and until we have issued a subsequent Notice of Extension extending the Expiration Date to a later date.
9. As used herein:

"Authorized Officer" shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

"Availability Certificate" shall mean a certificate substantially in the form of Annex 3 hereto, appropriately completed and duly signed by your Authorized Officer.

"Business Day" shall mean any day on which commercial banks are not authorized or required to close in New York, New York and any day on which payments can be effected on the Fedwire system.

10. This Letter of Credit is assignable and transferable pursuant to an instrument of assignment and transfer in the form of Annex 6 hereto, to an entity you identify to us in such instrument as your assignee, and we hereby consent to such assignment or transfer. Any and all transfer fees, expenses and costs shall be borne by the Applicant. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified without consent from us, you, and the Applicant. This Letter of Credit is subject to and shall be governed by the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590), or any successor publication thereto (the "ISP"), except to the extent that the terms hereof are inconsistent with the provisions of the ISP, in which case the terms of this Letter of Credit shall govern. This Letter of Credit shall, as to matters not governed by the ISP or matters inconsistent with the ISP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.
11. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 6 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.
12. We certify that as of _____(date) our senior unsecured debt is rated "A" or better by Standard & Poor's Rating Service.
13. Partial drawings are permitted hereunder and multiple drawings are permitted hereunder. The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through us referencing this Letter of Credit and the Letter of Credit Number stated above. The aggregate amount paid to you under this Letter of Credit shall not exceed the Stated Amount. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be deemed a failure to comply with the requirements of Paragraph 3

hereof, provided that the amounts payable on any such demand shall not exceed the amount then available to be drawn under this Letter of Credit.

14. Faxed document(s) are acceptable. Presentation by fax must be made to fax number _____ confirmed by telephone to _____.
15. In the event of an act of God, riot, civil commotion, insurrection, war, terrorism or by any strikes or lock outs, or any cause beyond our control, that interrupts our business, and causes the place for presentation of this Letter of Credit to be closed for business on the last day of presentation, the Expiration Date shall be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business, and we agree to effect payment, if this Letter of Credit is drawn against, otherwise in accordance with its terms, within such thirty (30) calendar day period.
16. This original Letter of Credit has been delivered to you as beneficiary in accordance with the Applicant's instructions. Any demands or communications in the form of the attached Annexes (except for Annex 5) or other communications directed to us under this Letter of Credit must be signed by your Authorized Officer. Acceptance or rejection of any amendments to this Letter of Credit must be signed by your Authorized Officer.

Very truly yours,

(Bank)

By: _____

ANNEX 1 TO LETTER OF CREDIT

DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: (Bank)
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under the above-referenced Letter of Credit in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the above-referenced Letter of Credit.
2. Pursuant to Paragraph 2 of the Letter of Credit No. _____, dated _____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in the amount of \$ _____, inasmuch as there is an Event of Default under any BGS-LFP Supplier Forward Contract(s) between the Applicant and us, to which reference is made in the Letter of Credit.
3. We acknowledge that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by an amount equal to this drawing.

Very truly yours,

[Central Illinois Light Company d/b/a
AmerenCILCO, Central Illinois Public Service
Company d/b/a AmerenCIPS, and/or Illinois Power
Company d/b/a AmerenIP]

By _____

Name:

Title:

Date:

cc: _____(Applicant)

ANNEX 2 TO LETTER OF CREDIT

DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

ON [Business Day immediately succeeding
date of presentation]

PAY TO: [Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, or Illinois Power Company d/b/a AmerenIP]

Attn:

\$ _____

For credit to the account of _____.

FOR VALUE RECEIVED AND CHARGE TO ACCOUNT OF LETTER OF CREDIT NO.
_____ OF _____ (Bank),
_____ (Address)

[Central Illinois Light Company d/b/a
AmerenCILCO, Central Illinois Public Service
Company d/b/a AmerenCIPS, and/or Illinois Power
Company d/b/a AmerenIP]

By _____

Name:

Title:

ANNEX 3 TO LETTER OF CREDIT

AVAILABILITY CERTIFICATE

UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: (Bank)

(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

Each of the undersigned hereby requests that, in exchange for the above-referenced Letter of Credit, a substitute Letter of Credit be issued in the amount of \$_____ (the "New Amount") and to expire on _____(date), but otherwise in the form of the above-referenced Letter of Credit.

Please acknowledge your agreement to issue such substitute Letter of Credit in the New Amount upon the surrender of the above-referenced Letter of Credit by signing the attached acknowledgment copy hereof and forwarding it to:

[Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and/or Illinois Power Company d/b/a AmerenIP]
(Address)

Very truly yours,

[Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and/or Illinois Power Company d/b/a AmerenIP]

By _____

Name:

Title:

Date:

Agreed and Accepted:

(Bank)

By _____

Name:

Title:

Date:

ANNEX 4 TO LETTER OF CREDIT

CERTIFICATE OF EXPIRATION
OF LETTER OF CREDIT NO. _____

_____, 20__

To: (Bank)
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without further payment. Attached hereto is the original Letter of Credit, marked cancelled.

[Central Illinois Light Company d/b/a
AmerenCILCO, Central Illinois Public Service
Company d/b/a AmerenCIPS, and/or Illinois Power
Company d/b/a AmerenIP]

By _____

Name:

Title:

Date:

cc: _____ (Applicant Name)

ANNEX 5 TO LETTER OF CREDIT

NOTICE OF EXTENSION

OF LETTER OF CREDIT NO. _____

_____, 20__

To: [Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and/or Illinois Power Company d/b/a AmerenIP]

[Address]

Attention: _____

Re: Our Letter of Credit no. _____ presently in the amount of USD _____ issued for the account of _____ and expiring on _____.

We hereby irrevocably agree to extend the expiration date of the above-referenced Letter of Credit no. _____ to expire on _____ (date), which date, for all purposes of the above-referenced Letter of Credit, shall be the Expiration Date of the Letter of Credit from and after the issuance of this Notice of Extension, unless and until we issue a subsequent Notice of Extension extending the Expiration Date to a later date.

Very truly yours,

BANK _____

By _____

Name:

Title:

Date:

cc: _____ (Applicant Name)

ANNEX 6 TO LETTER OF CREDIT

NOTICE OF TRANSFER
OF LETTER OF CREDIT NO. _____

_____, 20__

To:

Bank

Bank Address

To Whom It May Concern:

Re: Credit _____

Issued by _____

Advice No _____

For value received, the undersigned beneficiary hereby irrevocably assigns and transfers to:

(Name of Transferee)

(Address)

all rights of the undersigned beneficiary to draw under the above-referenced Letter of Credit in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee, and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original Letter of Credit is returned herewith, and we ask you to endorse the transfer thereon and forward it directly to the transferee at the address indicated above with your customary notice of transfer.

Pursuant to the Letter of Credit and your agreement with the Applicant, your transfer commission and any other expenses that may be incurred by you in conjunction with this transfer are payable by the Applicant.

Very truly yours,

[Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and/or Illinois Power Company d/b/a AmerenIP]

By: _____

Name: _____

Title: _____

The above signature with title as stated conforms to that on file with us and is authorized for the execution of said instruments.

(Name of authenticating bank)

(Authorized signature of authenticating party)

Name

Title

APPENDIX F – SAMPLE GUARANTY

THIS GUARANTY (this “Guaranty”), dated as of _____, 20____, is made by _____ (the “Guarantor”), a _____ organized and existing under the laws of _____, in favor of Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and/or Illinois Power Company d/b/a AmerenIP (each a “Guaranteed Party” and collectively, “Guaranteed Parties”), a corporation organized and existing under the laws of the State of Illinois.

Terms not defined herein shall have the meanings given to them in the BGS-LFP Supplier Forward Contract(s) dated _____, 20____ (as amended, modified or extended from time to time, the “Agreement(s)”), between the Guaranteed Parties and _____, a _____ organized and existing under the laws of _____ (the “BGS-LFP Supplier”). This Guaranty is made by Guarantor in consideration for, and as an inducement for the Guaranteed Parties to enter into, the Agreements with the BGS-LFP Supplier. Guarantor, subject to the terms and conditions hereof, hereby unconditionally, irrevocably and absolutely guarantees to the Guaranteed Parties the full and prompt payment and performance when due, subject to any applicable grace period, all obligations of the BGS-LFP Supplier to the Guaranteed Parties arising out of the Agreement(s). Without limiting the generality of the foregoing, Guarantor further agrees as follows:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the BGS-LFP Supplier as a result of an Event of Default under the Agreement(s) (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreements). Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall *Option 1* [in no event exceed _____.] *Option 2* [in no event exceed the lesser of [the credit limit amount] or the sum of the Total Exposures Amounts under the Agreement(s).] All such principal, interest, obligations and liabilities, collectively, are the “Guaranteed Obligations”. This Guaranty is a guarantee of payment and not of collection.

2. The Guarantor hereby waives diligence, acceleration, notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives presentment and all demands whatsoever except as noted herein, notice of protest, notice of dishonor or nonpayment of any such liability, suit or taking of other action by any Guaranteed Parties against, and any other notice to, any party liable thereon (including the Guarantor or any other guarantor), filing of claims with a court in the event of the insolvency or bankruptcy of the BGS-LFP Supplier, and any right to require a proceeding first against the BGS-LFP Supplier.
3. The Guaranteed Parties may, at any time and from time to time, without notice to or consent of the Guarantor, without incurring responsibility to the Guarantor and without impairing or releasing the obligations of the Guarantor hereunder, upon or without any terms or conditions: (a) take or refrain from taking any and all actions with respect to the Guaranteed Obligations, any Document or any person (including the BGS-LFP Supplier) that the Guaranteed Parties determine in their sole discretion to be necessary or appropriate; (b) take or refrain from taking any action of any kind in respect of any security for any Guaranteed Obligation(s) or liability of the BGS-LFP Supplier to the Guaranteed Parties; or (c) compromise or subordinate any Guaranteed Obligation(s) or liability of the BGS-LFP Supplier to the Guaranteed Parties including any security therefor.
4. Subject to the terms and conditions hereof, the obligations of the Guarantor under this Guaranty are absolute, irrevocable and unconditional and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by: (a) any extension, renewal, settlement, compromise, waiver, consent, discharge or release by the BGS-LFP Supplier concerning any provision of the Agreement(s) in respect of any Guaranteed Obligations of the BGS-LFP Supplier; (b) the rendering of any judgment against the BGS-LFP Supplier or any action to enforce the same; (c) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations; (d) any modification, amendment, waiver, extension of or supplement to any of the Agreement(s) or the Guaranteed Obligations agreed to from time to time by the BGS-LFP Supplier and the Guaranteed Parties; (e) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the BGS-LFP Supplier or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar

proceedings affecting the BGS-LFP Supplier or its assets, the Guarantor or any other guarantor of any of the Guaranteed Obligations; (f) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the BGS-LFP Supplier, the Guaranteed Parties or any other corporation or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim; (g) the invalidity, irregularity or unenforceability in whole or in part of the Agreement(s) or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations or the absence of any action to enforce the same, or any provision of applicable law or regulation purporting to prohibit payment by the BGS-LFP Supplier of amounts to be paid by it under the Agreement(s) or any of the Guaranteed Obligations; and (h) except for a failure to comply with any applicable statute of limitations, any other act or omission to act or delay of any kind of the BGS-LFP Supplier, any other guarantor, the Guaranteed Parties or any other corporation, entity or person or any other event, occurrence or circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Guarantor's obligations hereunder.

5. The Guarantor hereby irrevocably waives (a) any right of reimbursement or contribution, and (b) any right of salvage against the BGS-LFP Supplier or any collateral security or guaranty or right of offset held by the Guaranteed Parties therefor.
6. The Guarantor will not exercise any rights, which it may acquire by way of subrogation until all Guaranteed Obligations to the Guaranteed Parties pursuant to the Agreement(s) have been paid in full.
7. Subject to the terms and conditions hereof, this Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. Except for a failure to comply with any applicable statute of limitations, no failure or delay on the part of the Guaranteed Parties in exercising any right, power or privilege hereunder, and no course of dealing between the Guarantor and a Guaranteed Party, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not

exclusive of any rights, powers or remedies, which a Guaranteed Party would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of a Guaranteed Party to any other or further action in any circumstances without notice or demand.

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Parties and their successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Parties. The assignment rights of the Guaranteed Parties will be in accordance with any applicable terms of the Agreement(s).
9. Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except upon written agreement of the Guaranteed Parties and the Guarantor.
10. The Guarantor's liability as guarantor shall continue and remain in full force and effect in the event that all or any part of any payment made hereunder or any obligation or liability guaranteed hereunder is recovered (as a fraudulent conveyance, preference or otherwise) rescinded or must otherwise be reinstated or returned due to bankruptcy or insolvency laws or otherwise. If claim is ever made upon the Guaranteed Parties for repayment or recovery of any amount or amounts received from the Guarantor or the BGS-LFP Supplier in payment or on account of any of the Guaranteed Obligations and the Guaranteed Parties repay all or part of such amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over such payee or any of its property, or (b) any settlement or compromise of any such claim effected by such payee with any such claimant (including the Guarantor), then and in such event the Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon it, notwithstanding any revocation hereof or the cancellation of the Agreement(s) or other instrument evidencing any liability of the Guarantor, and the Guarantor shall be and remain liable to the Guaranteed Parties hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Guaranteed Parties.

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until all Guaranteed Obligations have been fully and finally performed, at which point it will expire. The Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the Guaranteed Parties which termination shall be effective only upon receipt by the Guaranteed Parties of alternative means of security or credit support, as specified in the Agreement(s) and in a form reasonably acceptable to the Guaranteed Parties. Upon the effectiveness of any such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed Obligations arising or created prior to the time the expiration or termination is effective, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully performed.
12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by the next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or telefacsimile (effective upon receipt of evidence, including telefacsimile evidence, that telefacsimile was received)

If to the Guarantor:

[To be completed]

If to the Guaranteed Parties:

[To be completed]

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor; (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized

by all necessary corporate or comparable action and do not contravene any provision of its _____ [insert appropriate corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws] or any law, regulation or contractual restriction binding on it or its assets; and (e) the Guarantor satisfies the Minimum Rating requirement as defined in the Agreement(s).

14. This Guaranty and the rights and obligations of the BGS-LFP Supplier and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of Illinois. The Guarantor and Guaranteed Parties jointly and severally agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Parties consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Parties each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.
15. This writing is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings, and agreements between the Guaranteed Parties and the Guarantor with respect to subject matter hereof. The Guaranteed Parties and the Guarantor agree that there are no conditions to the full effectiveness of this Guaranty.
16. Every provision of this Guaranty is intended to be severable. If any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.
17. If the Guarantor is a trust: no trustee of the Guarantor shall be held to any liability whatsoever for any obligation under this Guaranty, and this Guaranty shall not be

enforceable against any such trustee in their or its, his or her individual capacities or capacity; and this Guaranty shall be enforceable against the trustees of the Guarantor only as such, and every person, firm, association, trust or corporation having any claim or demand arising under this Guaranty and relating to the Guarantor or any trustee of the Guarantor shall look solely to the trust estate of the Guarantor for the payment or satisfaction thereof.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first written above to be effective as of the earliest effective date of any of the Agreement(s).

[GUARANTOR]

By: _____

Title:

Accepted and Agreed to:

[Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and/or Illinois Power Company d/b/a AmerenIP]

By: _____

Title:

_____ (Date)

APPENDIX G – COMPANIES' RETAIL TARIFFS

On January 1, 2007:

- (1) The term BGS-FP Customer means a customer served under:
 - a. AmerenCILCO's Rate 1, Rate 2, Rate 7, Rate 13, Rate 22, or Rate 29;
 - b. AmerenCILCO's Rate 21 that has peak load of less than 1 MW;
 - c. AmerenCIPS' Rate 1, Rate 1I, Rate 2B, Rate 2I, Rate 5I, Rate 6I, Rate 10, Rate 11, Rate 13, Rate SC-1, or Rate SC-2;
 - d. AmerenCIPS' Rate 6T, Rate 9T, or Rate SC-3 that has peak load of less than 1 MW;
 - e. AmerenCIPS' Rate 3I or Rate 4I that has a peak load of at least 1 MW and has agreed to receive power supply from AmerenIP for at least one year;
 - f. AmerenIP's Rate 2, Rate 3, Rate 10, Rate 11, Rate 12, Rate 13, Rate 14, Rate 15, Rate 19, Rate 39, Rate 41, Rate 42, or Rate 45; or
 - g. AmerenIP's Rate SC110-Res that has peak load of less than 1 MW.
- (2) The term BGS-LFP Customer means a customer served under:
 - a. AmerenCILCO's Rate 21 or Rate 32 that has a peak load of at least 1 MW and has agreed to receive power supply from AmerenCILCO for at least one year;
 - b. AmerenCIPS' Rate 3I, Rate 4I, Rate 6T, Rate 7I, Rate 9B, Rate 9T, Rate SC-3, or Rate SC4 that has a peak load of at least 1 MW and has agreed to receive power supply from AmerenCIPS for at least one year; or
 - c. AmerenIP's Rate 8, Rate 21, Rate 22, Rate 24, Rate 26, Rate 35, or Rate SC110-Res that has a peak load of at least 1 MW and has agreed to receive power supply from AmerenIP for at least one year.
- (3) The term BGS-LRTP Customer means a customer served under:
 - a. AmerenCILCO's Rate 21 or Rate 32 that has a peak load of at least 1 MW and has *not* agreed to receive power supply from AmerenCILCO for at least one year;
 - b. AmerenCIPS' Rate 3I, Rate 4I, Rate 6T, Rate 7I, Rate 9B, Rate 9T, Rate SC-3, or Rate SC4 that has a peak load of at least 1 MW and has *not* agreed to receive power supply from AmerenCIPS for at least one year; or

- c. AmerenIP's Rate 8, Rate 21, Rate 22, Rate 24, Rate 26, Rate 35, or Rate SC110-Res that has a peak load of at least 1 MW and has *not* agreed to receive power supply from AmerenIP for at least one year.

From January 2, 2007 through the Termination Date:

- (1) The term BGS-FP Customer means a customer served under:
 - a. AmerenCILCO's Rider BGS or Rider RTP,
 - b. AmerenCIPS' Rider BGS or Rider RTP, or
 - c. AmerenIP's Rider BGS or Rider RTP.
- (2) The term BGS-LFP Customer means a customer served under:
 - a. AmerenCILCO's Rider BGS-L,
 - b. AmerenCIPS' Rider BGS-L, or
 - c. AmerenIP's Rider BGS-L.
- (3) The term BGS-LRTP Customer means a customer served under:
 - a. AmerenCILCO's Rider RTP-L,
 - b. AmerenCIPS' Rider RTP-L, or
 - c. AmerenIP's Rider RTP-L.